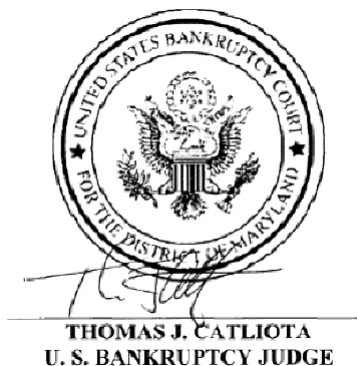


SO ORDERED

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
at Greenbelt**

In re:

*

MARY KALRA
BALBIR KALRA

*

Chapter 11
Case No.:09-21284

*

Debtors-in-Possession

*

*

*

*

*

*

*

*

**ORDER CONFIRMING DEBTORS' SECOND
AMENDED PLAN OF REORGANIZATION**

At Greenbelt, Maryland, on March 10, 2011, at the hearing on confirmation of the Debtors' Second Amended Plan of Reorganization (the "Plan"), the Plan having been transmitted to all creditors and to all other parties in interest, and the Court having found that the Plan is fair and equitable to claim holders, that an impaired class, Classes 8 and 29, under the Plan voted to accept the Plan, and the Court further finding that the requirements of 11 U.S.C. § 1129(a), 11 U.S.C. §§ 1129(b)(1) and 1129(b)(2)(B) have been met with respect to the non-voting and rejecting classes, and upon the record made before the Court at the hearing, including the testimony proffered and argument presented, and after deliberation and upon the following modifications, which do not adversely affect claim holders:

Class One: In complete, satisfaction, and discharge, the Class 1 Claim will be modified

on the Effective Date in accordance with the Consent Order entered into by the Debtors and the Class 1 Claim, which provides that Mr. Kalra will pay five hundred nine thousand dollars (\$509,000.00), amortized over thirty (30) years at an annual interest rate of 5.25%.

Class Six: The Class Six Claim shall be accorded the treatment set forth in the attached proposed Consent Order, which is the subject of a Motion to Approve Settlement, if the Motion to Approve Settlement is approved by the Court.

Class Twenty-one: In complete discharge, satisfaction, and release, on the Effective Date, Mr. Kalra shall execute a new note and deed of trust (the "New Pine Run Note") for the benefit of the Class Twenty-one Claim with the principal amount of one hundred eighty-eight thousand seven hundred sixty-five dollars and seventy-five cents (\$188,765.75). The New Pine Run Note shall bear an interest rate of four and one-half percent (4½%) and be amortized of thirty (30) years.

The New Pine Run Note shall contain other commercially reasonable terms. However, nothing in the new note or deed of trust shall prohibit Mr. Kalra from pre-paying some or all of the New Pine Run Note. Mr. Kalra shall commence making monthly payments of nine hundred fifty-six dollars and forty-four cents (\$956.44) on the Effective Date. Mr. Kalra shall continue to make monthly payments to the Class Twenty-one Claim pursuant to the New Pine Run Note until the Class twenty-one Claim is paid in full. The Class Twenty-one Claim is entitled to collect one-twelfth the annual amounts owed for real property taxes and insurance in addition to the principal and interest with each monthly payment. Upon payment in full of the New Pine Run Note, the Class Twenty-one Claim shall release its lien against the Pine Run Property.

Any amounts over the amount of the new principal amount of the New Pine Run Note

shall be a deficiency claim and treated as a General Unsecured Claim and placed in Class Twenty-nine.

Class Twenty-two: complete, satisfaction, and discharge, the Class 22 Claim will be modified on the Effective Date in accordance with the Consent Order entered into by the Debtors and the Class 22 Claim, which provides that Mr. Kalra will pay one hundred ninety thousand dollars (\$190,000.00), amortized over thirty (30) years at an annual interest rate of 4.50%

Any amounts over the amount of the new principal amount of one hundred ninety thousand dollars (\$190,000.00) shall be a deficiency claim and treated as a General Unsecured Claim and placed in Class Twenty-nine.

Class Twenty-five: In complete satisfaction, discharge, and release, Countrywide/BAC shall receive the treatments provided for in the Consent Order resolving Countrywide/BAC's opposition to the Debtors' Motion to Determine Secured Status and Avoid Liens, which shall be incorporated herein.

Class Twenty-seven: In complete, satisfaction, and discharge, the Class 27 Claim will be modified on the Effective Date in accordance with the Consent Order entered into by the Debtors and the Class 27 Claim, which provides that Ms. Kalra will pay one hundred nine thousand dollars (\$190,000.00), amortized over thirty (30) years at an annual interest rate of 5.25%.

Any amounts owed to the Class Twenty-seven Claim above the principal amount of one hundred ninety thousand dollars (\$190,000.00) shall be a deficiency claim and shall be a General Unsecured Claim in Class Twenty-nine, receiving the same treatment as all other Class Twenty-nine Claims.

ORDERED, that this Order has no effect on co-owner Surinder Paul or his interests in

the real property and improvements located at 338 Carter Lane, Louisa, Virginia and 4170 Captain's Corridor, Greenvilleback, Virginia until such time as the Court rules on the Amended Motions to Determine Secured Status and Avoid Liens on the 338 Carter Lane, Louisa, Virginia and 4170 Captain's Corridor, Greenvilleback, Virginia properties; and it is further

ORDERED, that despite the language in the Plan requiring the Debtors and various lenders to execute new notes, the holders of secured claims may elect to enter loan modifications with the Debtors and/or accept payments through the Plan without execution of the new notes; and it is further

ORDERED, that the holders of secured claims shall maintain their liens on their collateral until such time as payments on their Allowed Secured Claims are paid in full.

ORDERED, that the Debtor's Second Amended Plan of Reorganization, as modified in this Order, is **CONFIRMED**.

Copies:

Linda M. Dorney, Esquire
The Law Offices of Richard B. Rosenblatt, PC
30 Courthouse Square, Suite 302
Rockville, Maryland 20850

Office of the United States Trustee
6305 Ivy Lane, Suite 600
Greenbelt, Maryland 20850

Erin Brady, Esquire
8101 Sandy Spring Road, Suite 100
Laurel, Maryland 20707

Adam Lynn, Esquire
Bierman, Geesing, Ward, & Wood, LLC
4520 East West Highway, Suite 200
Bethesda, Maryland 20814

Emily Rachlin, Esquire
Lerch, Early & Brewer, Chtd.
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814

Joe Lozano, Jr., Esq.
Brice, Vander, Linden, & Wernick, PC
9441 LBJ Freeway, Suite 350
Dallas, Texas 75243

John D. Schlotter, Esquire
McCalla Raymer, LLC
1544 Old Alabama Road
Roswell, Georgia 30076

Michael Cantrell, Esquire
Friedman & MacFayden, PA
210 East Redwood Street
Baltimore, Maryland 21202

William Savage, Esquire
Kristine Brown, Esq.
Shapiro & Burson, LLP
13135 Lee Jackson Highway, #201
Fairfax, Virginia 22033

John Schlotter, Esquire
McCalla Raymer, LLC
1544 Old Alabama Road
Roswell, Georgia 30076

Dashiell Shapiro, Esquire
U.S. Department of Justice
P.O. Box 227
Washington, D.C. 20044

Laura Grifka, Esquire
MCCALLA RAYMER, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102

BAC Home Loans Servicing, LP
400 Countrywide Way
Simi Valley, California 93065-6298

Shore Bank
c/o David A. Clark
Senior Vice President
Special Assets
Hampton Roads Bankshares, Inc.
1580 Laskin Road
Virginia Beach, VA 23451

End of Order